

RECORDATION FORM COVER SHEET

**PATENTS ONLY**

Our Ref.: 3977-4

**Mail Stop Assignment Recordation Services**

Commissioner of Patents

P.O. Box 1450

Alexandria, VA 22313-1450

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):  
ELAN PHARMACEUTICALS, INC.

2. Name and address of receiving party(ies):

Name: MEDEUS PHARMA LIMITED

Internal Address:

Street Address: 15 Portland Place

City: London

State/Country: England

Zip: W1P 1BT

3. Nature of conveyance:

- ☒ Assignment ☐ Merger  
☐ Security Assignment ☐ Change of Name  
☐ Other

Execution Date: February 12, 2004

Additional name/s & address/es attached? ☐ Yes ☒ No

4. Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of the application is: \_\_\_\_\_

A. Patent Application No(s).

- (1) 09/976,936  
(2)  
(3)

B. Patent No(s).

- (1)  
(2)  
(3)

Additional numbers attached ☐ Yes ☒ No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Mary J. Wilson

Internal Address:

Street Address: Nixon & Vanderhye P.C.

1100 North Glebe Road

8<sup>th</sup> Floor

City: Arlington State: VA Zip: 22201

6. Total number of applications & patents involved: 1

7. Total fee (37 CFR 3.41) (8021) \$ 40.00

☒ Enclosed

☐ Authorized to be charged to deposit account #14-1140

8. The Commissioner is hereby authorized to charge any deficiency in the fee(s) filed, or asserted to be filed, or which should have been filed herewith (or with any paper thereafter filed in this application by this firm) to our **Account No. 14-1140.**

**DO NOT USE THIS SPACE**

9. Statements and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Mary J. Wilson

Name of Person Signing

Reg. No. 32,955

Mary J. Wilson  
Signature

January 14, 2005

Date

Total number of pages including **original** cover sheet, attachments, and document:

[7]

**C L I F F O R D  
C H A N C E**

**LIMITED LIABILITY PARTNERSHIP**

**ELAN PHARMACEUTICALS, INC.**

**AND**

**MEDEUS PHARMA LIMITED**

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**PATENT DEED OF ASSIGNMENT: UNITED STATES OF  
AMERICA**

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THIS DEED OF ASSIGNMENT is made on 12 February 2004

**BETWEEN:**

- (1) **ELAN PHARMACEUTICALS, INC**, a company organised and existing under the laws of the State of Delaware, whose registered place of business is at 800 Gateway Blvd., San Francisco, California 94080, U.S.A. (the "Assignor"); and
- (2) **MEDEUS PHARMA LIMITED**, a company incorporated in England and Wales (registered no. 04885565), whose registered office is at 15 Portland Place, London, England W1P 1BT (the "Assignee").

**THE PARTIES AGREE** as follows:

**1. DEFINITIONS**

**1.1** In this Deed of Assignment:

"**Patents**" means together the Patent Applications and the Registered Patents;

"**Patent Applications**" means the patent applications listed in part B of the schedule to this Deed of Assignment;

"**Registered Patents**" means the registered patents listed in part A of the schedule to this Deed of Assignment; and

"**Sale and Purchase Agreement**" means the agreement dated 23 December 2003 and made between, amongst others, Elan Corporation, Plc and the Assignee under which Elan Corporation, plc agreed, *inter alia*, to procure the assignment of the Patents to the Assignee.

**2. ASSIGNMENT**

**2.1** Pursuant to the Sale and Purchase Agreement and subject to Clause 2.2 and to the encumbrances specified in the Sale and Purchase Agreement, the Assignor hereby assigns and transfers to the Assignee absolutely all of its right, title and interest in and to the Patents and all legal rights and immunities (howsoever derived) attaching thereto including (without limitation):

**2.1.1** the right to apply for, prosecute and obtain patents or similar rights or protection in respect of any of the inventions the subject matter of the Patents in any country of the world (including the right to claim priority from the Patents); and

**2.1.2** the right to sue for or to recover damages and other remedies in respect of any infringement of the Patents or other acts carried out by another person within the scope of the claims of any published specification of any of the Patents which may have occurred before the date of this Deed of Assignment.

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3. **FURTHER ASSURANCE**

- 3.1 The Assignor shall on request by the Assignee in writing and at the Assignee's expense do and execute or arrange for the doing and executing of, each necessary act, document and thing reasonably within its power to implement the assignment provided for in this Deed of Assignment.
- 3.2 The Assignor shall have no obligation to provide the Assignee with any assistance and cooperation in relation to the conduct of any proceedings or other action taken in connection with any infringement or suspected infringement of any of the Registered Patents or acts carried out by a third party within the scope of the claims of any published specification of any of the Patent Applications, and shall not be required to join as a party to any such proceedings, and the Assignee hereby waives any entitlement it may have under any rule of law to require the same from the Assignor.

4. **ASSISTANCE WITH APPLICATIONS**

- 4.1 The Assignor shall on request by the Assignee in writing and at the Assignee's expense give such assistance as the Assignee may reasonably request with the prosecution to grant of the Patent Applications.

5. **NOTICES**

- 5.1 The terms and conditions regarding notice contained within clause 38 of the Sale and Purchase Agreement shall apply, *mutatis mutandis*, to any notice given pursuant to this Deed of Assignment.

6. **GOVERNING LAW AND JURISDICTION**

- 6.1 This Deed of Assignment and all matters arising out of or in connection with it are governed by English law.
- 6.2 The courts of England and Wales have exclusive jurisdiction to settle any dispute arising out of or in connection with this Deed of Assignment.

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**SCHEDULE  
THE PATENTS**

**Part A: Registered Patents**

<u>Application No.</u>	<u>Registration No.</u>	<u>Expiry Date (mm/dd/year)</u>	<u>Status</u>
08/447,660	5,583,052	5/13/14	Issued
482359	5683715	06/07/15	Granted
---	5,580,899	1/9/15	Granted
---	5,939,567	1/9/15	Granted
---	6,118,011	1/9/15	Granted
---	6,291,690	1/9/15	Granted
---	5,703,117	9/12/16	Granted
---	6,051,600	9/12/16	Granted
---	6,107,332	9/12/16	Granted
---	6,392,063	9/12/16	Granted
---	6,482,850	9/12/16	Granted
---	5,762,958	10/14/14	Granted
---	5,965,159	10/14/14	Granted
---	5,942,246	10/14/14	Granted
---	6,007,839	10/14/14	Granted
---	6,180,137	10/14/14	Granted
5,932,242	5,932,242	10/15/16	Granted
6,017,557	6,017,557	10/15/16	Granted
6,153,736	6,153,736	9/27/15	Issued

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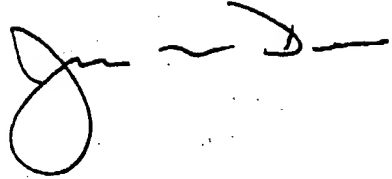
**Part B: Patent Applications**

<u>Application No.</u>	<u>Registration No.</u>	<u>Expiry Date (mm/dd/year)</u>	<u>Status</u>
09/540,050	---	10/14/14	Pending
09/976,936	---	10/14/14	Pending
09/644,470	---	9/27/15	Pending
10/468,766	---	---	Pending
6613748	---	---	Pending
PCT02/04972	---	-	Pending
60/438,786 (provisional)	---	01/09/2003	Pending
60/438,785 (provisional)	---	01/09/2003	Pending
60/438,790 (provisional)	---	01/09/2003	Pending
60/438,878 (provisional)	---	01/09/2003	Pending
60/438,788 (provisional)	---	01/09/2003	Pending

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**EXECUTED by the parties**

Executed as a deed by  
**ELAN PHARMACEUTICALS, INC.,**  
A company incorporated in the State of Delaware,  
Being a person who in accordance with the  
Laws of that territory, is acting under the authority of  
Elan Pharmaceuticals, Inc.

)  
)  


In the presence of:


Signature:

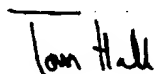
Name:

Address:

Executed as a deed by  
**MEDEUS PHARMA LIMITED**

)  
)

  
\_\_\_\_\_  
**CARLIN PETTY**      Signature of director  
\_\_\_\_\_  
Name of director

  
\_\_\_\_\_  
**TOM HALL**      Signature of director/ ~~secretary~~  
\_\_\_\_\_  
Name of director/ ~~secretary~~

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